



*Town of East Fishkill*  
Dutchess County, New York  
330 Route 376, Hopewell Junction,  
New York 12533

**TOWN OF EAST FISHKILL  
TOWN BOARD MEETING  
APRIL 26, 2018 @ 7:00 PM  
AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Supervisor's Announcements**

**Roll Call**

**Approve Minutes**

March 22, 2018

**Announcement of Additions to the Agenda**

7:15 p.m.

**Courtesy of the Floor**

7:45 p.m.

**Receive and File**

**Public Hearings**

**Resolutions:**

1. Authorize the Supervisor to Sign Agreement with DOT for Carol Drive Bridge Replacement
2. Appoint Member to the Fire Advisory Board (FAB)
3. Authorizing Request for Proposals for 2018 Brush Drop Off
4. Acknowledge Hiring of Seasonal Laborers for Highway Department
5. Approve Supervisor's Establishment of Veterans Committee
6. Authorize Hiring of Directors and Seasonal Employees for Camp and Red Wing Park
7. Authorize the Sons of Italy Fireworks
8. Authorize Disposal of Outdated Police Department Inventory
9. Authorize Refund Recreation Fee for Hunters Ridge
10. Authorize Supervisor to Execute Settlement Agreement
11. Authorize Change of May Town Board Meeting Schedule
12. Authorize Supervisor to Accept MS4 Report

**Budget Transfers (if any)**

**Additions to the Agenda by Majority Vote (if any)**

**Board Member Comments**

**Additions to the Agenda by Majority Vote (If any)**

**Board Member Comments**

**Adjournment**

**Next Board Meetings:**

May 10, 2018

May 31, 2018

## RESOLUTION

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the Carol Drive Over Fishkill Creek Bridge Replacement, PIN 8761.95 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of East Fishkill desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals

NOW, THEREFORE, the East Fishkill Town Board, duly convened does hereby

· RESOLVE, that the East Fishkill Town Board hereby approves the "above-subject project; and it is hereby further

RESOLVED, that the East Fishkill Town Board hereby authorizes the Town of East Fishkill to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right of-way incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$121,000.00 is hereby appropriated from the Highway Fund and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the East Fishkill Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the East Fishkill Town Board thereof, and it is further

RESOLVED, that the Supervisor of the Town of East Fishkill be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the Town of East Fishkill with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Town Supervisor the following municipal titles:

Town Engineer and Town Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

**DRAFT**



# Department of Transportation

## New York State Department of Transportation

RECEIVED

FEB 14 2018  
18-0165  
LOCAL PROJECTS UNIT

### PROJECT MANAGEMENT PLAN (PMP)

#### A) Project Description:

Replacement of Carol Drive Bridge over Fishkill Creek (BIN 2262780) located in the Town of East Fishkill, Dutchess County.

NYSDOT Project Identification Number (PIN): 8761.95

NYSDOT Contract "D" Number: D

Project Title: Carol Drive over Fishkill Creek Bridge Replacement

Location: Town of East Fishkill, Dutchess County

Sponsor: Town of East Fishkill,

#### Basic Description of planned work:

The project consists of the replacement of the entire existing Carol Drive timber bridge structure, including abutments, with a clear span structure with abutments outside the floodway. The existing bridge is a 3 span structure with span lengths of 19.5 feet, 26 feet, and 19.5 feet (west to east). The Bridge carries two travel lanes, with a curb width of 24 feet and an out-to-out width of 2 feet. Bridge pilings are currently within the Fishkill Creek Floodway.

#### B) Type of Approval:

Check Phase(s) of Work for which Reimbursement has been approved:

Design ☐ Date \_\_\_\_\_ Right-of-Way ☐ Date \_\_\_\_\_ Construction ☐ Date \_\_\_\_\_

#### **Funding Breakdown**

Project Phase	Phase Obligation Date (mo./yr.)	Total Funds	Federal Share	Non-Federal Share	Source of Non-Federal Share (cash, grants, donations, etc)
Preliminary Design	04/2018	\$35,000	\$28,000	\$7,000	Municipal Bond
Detailed Design	04/2018	\$81,000	\$64,800	\$16,200	Municipal Bond
ROW Incidentals	04/2018	\$5,000	\$4,000	\$1,000	Municipal Bond
ROW Acquisition	04/2019	\$25,000	\$20,000	\$5,000	Municipal Bond
Construction	11/2019	\$1,196,000	\$956,800	\$239,200	Municipal Bond
Construction Inspection	11/2019	\$126,000	\$100,800	\$25,200	Municipal Bond
RR Force Account					
Utilities					
Betterments					
TOTAL COST		\$1,468,000	\$1,174,400	\$293,600	

C) Status of Fund Obligations:

Date/Amount/Description of federal funds obligation:

Design [\$ -mo/day/year], Right-of-Way [\$ -mo/day/year], Construction [\$ -mo/day/year]

Enter same date if combined or enter NA if there is no reimbursable activity. (A sample Funding Breakdown Chart is attached to the PMP instructions as an example of how project funding by phase might be tracked.)

D) Job Responsibilities:

The jobs listed are expected to be inclusive of ALL work necessary to produce products, reports, permits, maps, agreements, etc. In addition to listing products and job activities, the person (group) responsible for doing the work must be identified. If consultant services are an element of the plan, be sure to account for the activities associated with properly securing those services. (A sample Work Responsibilities Chart<sup>1</sup> is attached to the PMP instructions as an example of how work assignments by activity might be tracked.)

It is expected that the sponsor will work cooperatively with the NYSDOT Regional Local Projects Liaison (RLPL) to develop this management plan. The RLPL, with the assistance of other technical staff, will be able to help identify what will be required to comply fully with all federal and State requirements for the project.

Anticipated Work Responsibilities (Select Phases and Responsible party):

X Preliminary Design X Detailed Design

X Consultant to be procured for this project

☐ Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

X ROW Incidentals/ XROW Acquisition:

X Consultant to be procured for this project

☐ Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

X Construction Inspection:

☐ Consultant to be procured for this project

X Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

E) Milestones:

This management plan will also identify milestones within the progression of the project where reviews and approvals are required. ***Work must not be progressed beyond these identified points PRIOR to obtaining approvals. The cost of any such work may not be reimbursed.***

1. Planning:

Project added to the TIP (if required). Date to the STIP. Date \_\_\_\_\_.

PMP prepared. 12/28/17

State-Local Agreement (SLA) executed. Date \_\_\_\_\_.

Federal funds for Preliminary Design authorized. Date \_\_\_\_\_.

Consultant(s) selected (if applicable). Date \_\_\_\_\_.

2. Preliminary Design:

Consultant authorized to proceed with Design. Date \_\_\_\_\_.

ROW Incidental phase begun. Date \_\_\_\_\_.

Public Information Meeting(s) or Hearing(s) held. Dates \_\_\_\_\_.

NEPA/SEQR Review completed. Date \_\_\_\_\_.

Design Approval granted. Date \_\_\_\_\_.

**3. Final Design:**

Detailed Design authorized. Date \_\_\_\_\_.  
ROW Acquisition phase begun. Date \_\_\_\_\_.  
ROW Clearance Certificate issued. Date \_\_\_\_\_.  
PS&E submitted. Date \_\_\_\_\_.  
PS&E approved. Date \_\_\_\_\_.  
Construction Management Plan (CMP) prepared. Date \_\_\_\_\_.

**4. Construction:**

Project Advertised. Date \_\_\_\_\_.  
Bid Opening (letting). Date \_\_\_\_\_.  
Contract awarded. Date \_\_\_\_\_.  
Construction completed. Date \_\_\_\_\_.  
Final inspection. Date \_\_\_\_\_.  
Punch list completed. Date \_\_\_\_\_.

**5. Close Out:**

Final Payment submitted. Date \_\_\_\_\_.  
Close out documentation submitted. Date \_\_\_\_\_.

For each of these phases activities should be itemized on an attached sheet. Project managers or supervisors should be identified as follows: name, title, location, phone nos.

Key products identified as follows:

Preliminary design phase: site investigation reports, environmental documents, (e.g., NEPA checklist), historical determinations, impact assessments, etc.

Final design phase: permits, SHPO review, plan sheets, bid documents,\* notices.

Letting activities: advertisements, bid opening, tabulation, review, contract award.

Construction phase: earthwork, paving, bridge, building, other types of construction.

\*Contract Bid Documents, including Plans, Specifications & Estimates (PS&E), will be reviewed by NYSDOT. Once the documents have been approved, Sponsors should ask NYSDOT to process the federal authorization for construction and proceed with funds obligation. DBE and labor rates are issues which must be addressed as well. The CMP must include a material testing and approval section, estimated construction duration, the order-on-contract process and other documentation requirements.

Changes in scope, funding or schedule during construction require review and approval and may also require modification of the State Local Agreement (refer to the PLAFAP Manual for guidance).

**F) Schedule and Relationship of Activities:**

Activities listed in section D above should be shown in relation to each other and estimated durations assigned to each on an attached schedule. The plan should show sequential activities, dependencies, concurrent jobs, and the milestones highlighted above. All of this information should be shown in relationship to a calendar such that planned and actual start and finish dates can be viewed.

There are many methods available to illustrate such information and project management software capable of performing the task. NYSDOT does not specify the exact format for showing linkages and the status of a project's activities. A sample project management Gantt chart in Excel format has been made available on the Chapter 2 webpage, which Sponsors may use if they wish. (An image of this chart can be found in appendix 2-2.) The Sponsor also should check with the RLPL about the possibility of utilizing NYSDOT's project management software Primavera. When using graphical or diagrammatic formats to illustrate project activities, milestones and linkages, the Sponsor must include project descriptive information such as that indicated in sections A thru D above and ensure that the PMP is signed by authorized representatives of the involved parties as indicated in section G below.

It is expected that the Sponsor will provide the NYSDOT RLPL with periodic status updates of the project schedule. As each project is different, the sponsor, in cooperation with the RLPL, will determine the appropriate timing for status reporting.

G) Contact Information:

RLPL:

New York State Department of Transportation (NYSDOT)

Name: Doreen Holsopple  
Title: Acting Regional Local Projects Liaison  
Address: Eleanor Roosevelt State Building  
4 Burnett Boulevard, Poughkeepsie, NY 12603  
Telephone Number: 845-431-5811  
Facsimile Number: 845-431-5988  
E-Mail Address: [doreen.holsopple@dot.ny.gov](mailto:doreen.holsopple@dot.ny.gov)

RLO/PM:

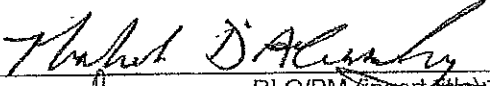
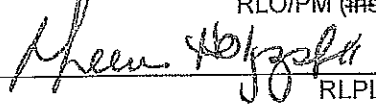
(Municipality/Sponsor): Town of East Fishkill  
Name: Nicholas D'Alessandro/ Michelle Robbins  
Title: Town Supervisor/ Project Manager  
Address: 330 Route 376, Hopewell Junction NY 12533  
Telephone Number: (845) 221-4303  
Facsimile Number: (845) 227-6725  
E-Mail Address: [DalessandroN@eastfishkillny.org](mailto:DalessandroN@eastfishkillny.org)/[RobbinsM@eastfishkillny.org](mailto:RobbinsM@eastfishkillny.org)

Const. Inspector:

Name:  
Title:  
Address:  
Telephone Number:  
Facsimile Number:  
E-Mail Address:

Contractor:

Name:  
Title:  
Address:  
Telephone Number:  
Facsimile Number:  
E-Mail Address:

Signature:  Dated: 2/7/18  
RLO/PM (insert title) Town Supervisor  
Signature:  Dated: 2/15/18  
RLPL Acting  
Signature: \_\_\_\_\_ Dated: \_\_\_\_\_  
Regional Real Estate Officer  
Signature: \_\_\_\_\_ Dated: \_\_\_\_\_  
Other Regional Staff (insert title)  
Signature: \_\_\_\_\_ Dated: \_\_\_\_\_  
Construction Management Firm: (insert title)



**RESOLUTION**

**(APPOINTING MEMBER TO THE FIRE ADVISORY BOARD)**

**WHEREAS**, the Fire Advisory Board (FAB) has a vacancy; and

**WHEREAS**, the Chairperson has recommended the appointment of Frank Rufino be made to the Board; and

**WHEREAS**, the Town Board has interviewed the recommended candidate;

**NOW, THEREFORE, BE IT RESOLVED**, that Frank Rufino be and hereby is appointed as a member of the FAB, whose term will end on 12/31/2018.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

BOARD OF FIRE COMMISSIONERS  
**East Fishkill Fire District**  
TOWN OF EAST FISHKILL  
DUTCHESS COUNTY, NY

**HEADQUARTERS ADDRESS:**

2502 STATE ROUTE 52  
HOPEWELL JUNCTION, N.Y. 12533  
(845) 226-1652  
FAX: 227-4145



**MAILING ADDRESS:**

2502 STATE ROUTE 52  
HOPEWELL JUNCTION, N.Y. 12533

March 27, 2018

Supervisor D'Alessandro  
Town of East Fishkill  
320 Route 376  
Hopewell Junction, NY 12533

Dear Supervisor D'Alessandro,

The Board of Fire Commissioners recommends Frank Rufino for the open position on the Fire Advisory Board.

Sincerely,

Board of Fire Commissioner

**RESOLUTION**

**(AUTHORIZING A REQUEST FOR PROPOSALS FOR THE 2018 BRUSH DROP OFF)**

**WHEREAS**, the Town has maintained a brush drop off program for the convenience of the residents of the Town; and

**WHEREAS**, the Supervisor has proposed that the Town continue with the brush drop off program as well as advertise for request for proposals to provide a brush drop off site; and

**WHEREAS**, it is the desire of the Town Board to advertise for requests for proposals for same;

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor and Town Clerk be and hereby are authorized to advertise for request for proposals to provide for a brush drop off point in the Town during the Spring and Fall; and

**BE IT FURTHER RESOLVED**, that said proposal shall be received and evaluated by the Supervisor and a summary report will be provided to the Town Board for authorization.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



## REQUEST FOR PROPOSALS

East Fishkill Brush Recycling Site

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Town of East Fishkill, New York

The Town of East Fishkill, New York (hereinafter "Town") is accepting proposals for qualified property owners (hereinafter "Bidders") to host a Brush Recycle Site. Bidders interested in submitting proposals are invited to respond to this Request for Proposals (hereinafter "RFP") by submitting the required material to:

Carol Hurray, Town Clerk  
Town of East Fishkill  
330 Route 376  
Hopewell Junction, New York 12533

All required materials must be submitted no later than:

12:00pm, \_\_\_\_\_

Please note that:

1. The Town will only consider lump sum bids for this RFP;
2. Electronic submittals will not be accepted for consideration;
3. There shall not be any formal bid-opening process for this RFP;
4. The Town shall not be bound by the lowest fee proposed;
5. During the selection process on page 2, Bidders shall be notified in writing of status of their proposals;
6. Subject to the terms and conditions of the aforesaid selection process, the Town shall enter into a Service Agreement with the successful Bidder; and
7. Postmarks dated after the 12:00pm, \_\_\_\_\_ submittal deadline will not be considered.

## General Information

The Town is seeking proposals from Bidders for a Brush Recycle Site. The site must be available June 1, 2018 through June 31, 2018 and October 1, 2018 thru October 31, 2018. The hours of operation will be Wednesday thru Friday 9:00am – 4:00pm, and Saturday 9:00am – 1:00pm.

## Selection Process

Subject to one or more proposals which meet all criteria outlines herein being received by the submittal deadline of 12:00pm, \_\_\_\_\_

- I. The Town will select a bidder to host the Town's Brush Recycle Site per the requirements outlined herein, and notify in writing all other bidders; and
- II. By \_\_\_\_\_ the Town and the Bidder will enter into a one year service agreement.

### Disclaimers:

- I. Proposals that do not include all of the submittal requirements outlined herein shall not be considered;
- II. At the Town's sole discretion, the Town may choose to republish this RFP;
- III. Until such time the Services Agreement is executed, there are no express or implied obligations or commitments on the part of either the Town or the Bidder concerning either this RFP or any proposal associated with it;
- IV. The execution of the Services Agreement is subject to budgeted funds;
- V. At the Town's sole discretion and with notice being provided to the Bidders, the Town may amend this Selection process schedule at any time; and
- VI. By submitting materials for the Town's consideration pursuant to this RFP, the bidder is waiving any claim of confidentiality, trade secrets or privilege with respect to materials submitted. All bid materials are subject to disclosure under the Freedom of Information Act.

### Requirements:

- I. The hours of operation will be Wednesday thru Friday 9:00am – 4:00pm, and Saturday 9:00am – 1:00pm.
- II. The site is for residents of the Town of East Fishkill to dump their brush so the site must be safe for residents to access by small car, truck, and trailer.
- III. There must be an attendant on duty while brush drop off is open and said attendant must check for proof of residency of the Town of East Fishkill (Driver's License) and keep record of drop-offs.
- IV. Cars, small trailers, and trucks up to six wheels are free.  
a. ~~COMMERCIAL VEHICLES WILL NOT BE PERMITTED~~
- V. Site must be located within the Town of East Fishkill

**Notes:**

- I. Review of data from 2017 indicates activity of 20 to 30 loads a day (for convenience Saturday was counted as one day).
- II. The Town will pay for the acceptance and disposal of brush from East Fishkill residents only.
- III. Brush Drop-off may be impacted by major storm activity and in that case the Town of East Fishkill and the Operator of the site will negotiate a fair adjustment to the contract to address overages.

**Conclusion**

Thank you for your interest in the Town of East Fishkill and for responding to this RFP. Should you have any questions or if further clarification is needed concerning any elements of this RFP, please direct all inquiries to:

Kenneth Williams, Highway Superintendent  
845-221-2681

**RESOLUTION**

**(ACKNOWLEDGE HIRING OF SEASONAL LABORERS FOR HIGHWAY DEPARTMENT)**

**WHEREAS**, the Highway Superintendent has interviewed and hired two Full-time Seasonal Laborers for the Highway Department, and

**WHEREAS**, the Highway Superintendent has submitted memo to the Town Board; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board does hereby acknowledge the hiring of Lori Anne Calciano, Jeff Vincent, Aram Mergian, Jr. and Matthew Heitmann as Full-time Seasonal Laborers in the Highway Department.

**BE IT FURTHER RESOLVED**, upon completion of their task Lori Anne Calciano, Jeff Vincent, Matthew Heitmann and Aram Mergian, Jr. will be removed from payroll.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



# Town of East Fishkill

Dutchess County, New York  
2484 Route 52, Hopewell Junction, New York 12533  
Telephone 845-221-2684

Kenneth Williams  
Highway Superintendent

April 19, 2018

To: Town Board  
From: Ken Williams, Highway Supt.  
Re: Seasonal laborers for the Parks Dept.

The following 4 people have been rehired for the 2018 season for the Parks Department:

Calciano, Lori Anne

Mergian, Aram Jr.

Vincent, Jeff

Heitmann, Matthew

Two (3) labors will be rehired at the rate of \$11.75 per hour and one (1) will be rehired at the hourly rate of \$12.25.

Thank you.



## **RESOLUTION**

### **(APPROVING SUPERVISOR'S ESTABLISHMENT OF A VETERANS COUNCIL)**

**WHEREAS**, the Supervisor has proposed the establishment of a Committee, with members recommended by him, to assist the Town in Veterans relations and communication; and

**WHEREAS**, the proposed "Veterans Council", would assist the Supervisor and Town Board in its matters concerning the Veterans of East Fishkill's community; and

**WHEREAS**, the goals and objectives of this committee are set forth on the attached Mission Statement; and

**WHEREAS**, the Supervisor and Town Board will work with the various private organizations to further the aims and objectives of the Veterans and improve their way of life by assisting in Dutchess County programs, working with the Chamber of Commerce, State agencies, and the VA Regional Office; and

**NOW, THEREFORE, BE IT RESOLVED**, that the "East Fishkill Veterans Council" is hereby adopted and established as set forth on the attached Mission Statement; and

**BE IT FURTHER RESOLVED**, that any funds obtained for the support of the Council by the Supervisor will be received by the Town and appropriated for the sole use of the Council.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

## East Fishkill Veterans Committee

The committee will accomplish the following:

- Our Mission:
  - Respect and serve our East Fishkill Veterans by honoring them with excellent outreach and support
- Establish liaison between the municipal government and the active duty military and veterans' communities.
- Inform the Town Supervisor and the Board of matters concerning the municipality's active duty military, veterans and their families.
- Open and maintain channels of communication with the active duty military and veteran's communities of the municipality.
- Report annually to the Town supervisor and Board on active duty military and veterans' issues.
- Conduct public relations activities to inform the citizens of the municipality of military and veterans' contributions to the community and address problems involving active duty military and veterans in the East Fishkill community.
- Make recommendations to the Town supervisor and Board for the adoption, change or repeal of municipal laws, rules, regulations, restrictions or other matters affecting the active duty military and veterans' communities.
- Inform the Town Supervisor and Board any other appropriate department of the municipality, of issues relative to the care, maintenance and use of any veterans' memorials or veterans' parks owned by the municipality.
- Inform the Town Supervisor and Board of military and veterans' activities that may occur on holidays and other ceremonial occasions and suggest participation in them when necessary.
- Provide advice and supervision for, and participate in, fundraising activities for the construction of veterans' memorials and veterans' parks owned by the municipality.
- Provide advice and supervision for, and participate in, municipally sponsored military or veterans' conferences.
- Coordinate with other boards and commissions dealing with active duty military and veterans' issues, when necessary.
- Perform other duties as may be requested by the Town Supervisor and Board.
- Not take the place of any member of the military, military organization, veteran or veteran organization by action or representation to the Town Board.

## **RESOLUTION**

### **(AUTHORIZING HIRING OF DIRECTORS/SEASONAL EMPLOYEES FOR CAMP AND RED WING PARK)**

**WHEREAS**, the Town of East Fishkill conducts extensive summertime programs for the youth of the Town; and

**WHEREAS**, during the summer, the Town Recreation Department hires temporary part-time workers to assist in the various programs; and

**WHEREAS**, the Director of Recreation has submitted to the Town Board a listing of the names of the employees for this summer program and the amounts of their salaries to be paid; and

**WHEREAS**, it is the desire of the Town Board to authorize these employees for the summertime period as set forth in the memo from the Recreation Director attached hereto;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Comptroller be and hereby is authorized to place on the Town payroll as temporary summer employees the seasonal recreation camp employees and Red Wing Park employees as set forth in the annexed memo from the Director of Recreation; and

**BE IT FURTHER RESOLVED**, that said employment shall only be during the summertime employment for the amounts listed in the memo and that upon completion of their task, they shall be removed from the payroll, unless further ordered by the Town Board.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

# SALARY: 2018

## SALARIES EAST FISHKILL RECREATION- SEASONAL DIRECTORS

BILL GREEN	R ECREATION DIRECTOR	Contractual	
JAMES TRAIL	CAMP CO-DIRECTOR		\$8000
HANNAH OPPENHEIM	CAMP CO-DIRECTOR		\$8000
NICOLE CHAPPAS	ASST DIRECTOR		\$ 4200
CHRIS COSCIO	ASST. DIRECTOR		\$ 3800
OLIVIA OPPENHEIM	ACTIVITIES DIR.		\$4800
HEALTH DIRECTOR	KRISTEN BRANDEMARTE		\$23/hr

TENNIS DIRECTOR	(tba)	Contracted out with Taconic Tennis	(tba)
TENNIS INSTRUCTOR	(tba)		(tba)

ANNA AUSANIO	GOLF DIRECTOR) (?)	(\$30)	New (\$25)
DON BLACK	WINTER VOLLEYBALL DIR.		10/hr
FRANK MATTEO	SUMMER BASKETBALL DIR.		2200
FRANK MATTEO	WINTER MEN'S BASK. DIR.		10/hr
CHRISTINE SELBACK	WINTER YOUTH BASK. DIR.		10hr

	New	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5+
2018 SUMMER COUNSELORS	(32)	10.40	10.75	11.50	11.75 12.00

## STAFF - RED WING PARK 2018

### LIFEGUARDS - FULL TIME: 2018

SALARIES: NEW	\$10.40	2 <sup>nd</sup> yr	\$10.75	3 <sup>rd</sup> yr	\$11.50	4 <sup>th</sup> yr	\$11.75	5 <sup>th</sup> +	\$12.00
JOE ZARRELLA	DIRECTOR								<del>\$22/hr</del>
DANA VOLK	Asst Director								\$18/hr
FRANK BIRMINGHAM	LG- IN -CHARGE								\$16/hr
JUSTIN LEE	" " "								\$15/hr

FAITH NOGLES	GATE ATTENDANT	\$12/hr
New	PT GATE ATTEND	\$10/hr
Swim Team Directors	( TBA)	\$2000 each
LG Instructors	\$3/hr when instructing added to salary	

Counselor	Years	Salary
Nicolle Aquije	2	\$10.75
Bridget Campion	1	\$10.40
Erin Dietz	1	\$10.40
Marion Dietz	1	\$10.40
William Estony	3	\$11.50
Connor Fulton	1	\$10.40
Jenna Fusco	4	\$11.75
Anthony Grippo	2	\$10.75
Nicholas Hertel	6	\$12.00
Nicholas Howe	4	\$11.75
Kathleen Intravaia	2	\$10.75
Danielle Keenan	5	\$12.00
Kelly Keenan	2	\$10.75
Samantha Kelly	7	\$12.00
Christopher Lockwood	6	\$12.00
Nadia Martini	1	\$10.40
Madison McGinley	1	\$10.40
Joseph McKenzie	3	\$11.50
Kevin Miller	3	\$11.50
DeAnna Newman	2	\$10.75
Matheus Oliveira	4	\$11.75
Maxine Payton	1	\$10.40
Megan Petersen	2	\$10.75
Christopher Preston	3	\$11.50
Keith Preston	6	\$12.00
Tyler Rao	1	\$10.40
Ellie Reck	2	\$10.75
Hannah Reck	1	\$10.40
Sabrina Rehfeld	4	\$11.75
Justin Rodrigues	1	\$10.40
Christopher Scaringe	4	\$11.75
Joseph Selback	2	\$10.75
Maria Stropoli	2	\$10.75
Marissa Velie	2	\$10.75
Connor Wade	2	\$10.75
Natalie Young	4	\$11.75

Directors
Hannah Oppenheim
Jimmy Traill
Nicole Chappas
Chris Coscio
Olivia Oppenheim
Kristen Brandemarte

CITs		
James Castellano	Kailani Fernandez	Ryan Rivera
Tyler DeFillippo	Dylan Galantich	Evan Sandler
Gianna DelliCarpini	Mike Gillespie	Kyra Scampoli
Matthew Ermo	Devin Grippo	Frederick Schlott
Elizabeth Estony	Joe Krauza	Frankie Selback

## 2018 GUARDS

1. Frankie Birmingham - \$16.00/hr
2. Eric Bredthauer— \$11.50/hr
3. Emily Canning — \$10.40/hr
4. Britney Ellman - \$10.40/hr
5. Michael Faughnan - \$10.40/hr
6. Greg Fox -\$12.00/hr
7. Michaela Fox - \$12.00/hr
8. Katie Froehlich - \$11.75/hr
9. Maureen Froehlich - \$10.75/hr
10. Sarah Gehrlein —\$10.40/hr
11. Steve Grunbok —\$10.75/hr
12. Justin Lee - \$15.00/hr
13. Chris Marconi \$10.40/hr
14. John Mascia -\$10.75/hr
15. Jonathan Nunez - \$10.40/hr
16. Sam Pakrad —\$11.75/hr
17. Jill Paternoster —\$10.75/hr
18. Anna Rivera - \$10.75/hr

19. Kalina Seda— \$11.50/hr

20. Nayara Sullivan - \$10.75/hr

21. Daniel Sweeney – \$10.40/hr

22. Nick Zarrella – \$10.75/hr

SUB-LIST:

1. Lauren Buck -\$10.40/hr

2. Violetta Dekert -\$10.40/hr

3. Mary Froehlich— \$10.40/hr

4. Alex Hagan –\$10.40/hr

5. Thomas Schmidt –\$10.40/hr

6. Andrew Canning –\$10.40/hr

7. Sofia Jeanneret- \$10.40/hr

8. Amanda Spidalieri –\$10.40/hr

Joseph Zarrella— \$22.00/hr

Dana Volk — \$18.00/hr

## **RESOLUTION**

### **(AUTHORIZE FIREWORKS PERMIT AND GRANT PERMISSION TO USE HOPEWELL RECREATION FIELD MAY 24-28, 2018)**

**WHEREAS**, the Sons of Italy conduct their annual event to provide entertainment and fireworks to the community; and

**WHEREAS**, the Town has traditionally allowed them the use of the Hopewell Recreation Field for this purpose; and

**WHEREAS**, the Sons of Italy is requesting the Town Board approve the use of the Hopewell Recreation Field from May 24, 2018 through May 28, 2018;and,

**WHEREAS**, the Sons of Italy is requesting the Town Board approve the firework display for Sunday, May 27, 2018; and

**THEREFORE, BE IT RESOLVED**, that the Sons of Italy is authorized to use the Recreation Field and have the fireworks display on the dates requested; and

**NOW, THEREFORE BE IT RESOLVED**, that May 28, 2018 will be used for the fireworks in the event they lose a day due to inclement weather; and

**BE IT FURTHER RESOLVED**, that the Town Police, Town Recreation Department and all other agencies of the Town are authorized and directed to allow the use of the Hopewell Recreation Field by the Sons of Italy for the firework display; and

**BE IT FURTHER RESOLVED**, that this consent is subject to the receipt of a Certificate of Insurance from the Sons of Italy indemnifying the Town for any liability arising out of their use of the fields.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



Joe DiMaggio Lodge  
PO Box 269  
Hopewell JCT, NY 12533

April 5, 2018

Town of East Fishkill  
330 Route 376  
Hopewell Junction, NY 12533

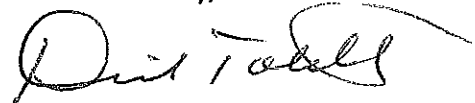
Dear Supervisor D'Alessandro / Town Board members,

I realize that this request may be a little late, but we had a breakdown in communication amongst ourselves, he thought she did it, she thought he did it etc.

The Joe DiMaggio Lodge #2248 East Fishkill NY respectfully requests use of the recreation fields for our annual Italian Festival That will run on Memorial weekend May 24<sup>TH</sup> through the 27<sup>TH</sup>. This year's festival will run on Thursday & Friday 5PM to 10PM and Saturday & Sunday from 2PM to 10PM. This will be our 30<sup>th</sup> year hosting this festival, and to be quite honest would not be possible if we did not have such a great town who has supported our efforts through the years. As you well know monies raised from our event funnel back into our community as charitable donations such as local churches, food banks, and local sports teams. We also have yearly academic scholarships we award to Ketcham, John Jay, and Arlington High Schools. We ask for your continued support in our efforts to spread both the Italian heritage, and local support to the Town of East Fishkill and its surrounding residents as this truly is a wonderful place to live!

Fireworks - Sunday 27<sup>th</sup>

Sincerely,



David Totillo

Assistant Festival Director  
Joe DiMaggio Lodge # 2248

**RESOLUTION**

**(AUTHORIZE DISPOSAL OF OUTDATED POLICE DEPARTMENT INVENTORY)**

**WHEREAS**, the Town Police Chief has provided the Town Board with a listing of inventory which he deems to be of no further use to the Police Department and thus, should be removed; and

**WHEREAS**, the Town Board has reviewed said lists and concurs;

**NOW, THEREFORE, BE IT RESOLVED**, that the inventory listed on the annexed memos be and hereby are declared to be outdated and are to be disposed of by the Town; and

**BE IT FURTHER RESOLVED**, that the Police Chief be and hereby is authorized to dispose of said inventory.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



POLICE DEPARTMENT  
**TOWN OF EAST FISHKILL**

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2468 ROUTE 52 HOPEWELL JCT., N.Y. 12533-6639 • (845) 221-2111 • (845) 221-3840 FAX

KEVIN D. KEEFE  
Chief of Police

April 5, 2018

Town of East Fishkill  
Town Board  
330 Route 376  
Hopewell Jct., N.Y. 12533

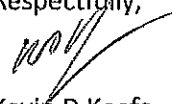
To Members of the Town Board,

This department is requesting permission to dispose of the following items, which are no longer in working condition:

- (1) Fellowes 225Ci Shredder – Town Inventory # 5523 Serial # 120619AD0005428
- (1) Laerdal Heartstart FR2 (Semi-Automatic Defibrillator) Serial # 0401029935

If you have any questions or concerns, please contact me.

Respectfully,



Kevin D Keefe  
Chief of Police

KDK/dmb

cc: Mark Pozniak



POLICE DEPARTMENT  
**TOWN OF EAST FISHKILL**

2468 ROUTE 52 HOPEWELL JCT., N.Y. 12533-6639 • (845) 221-2111 • (845) 221-3840 FAX

KEVIN D. KEEFE  
Chief of Police

April 16, 2018

Town of East Fishkill  
Town Board  
330 Route 376  
Hopewell Jct., N.Y. 12533

To Members of the Town Board,

This department is requesting permission to dispose of the following items, which are no longer in working condition:

(2) Kustom Signal Radar Part # 0052

Serial # EE12327

Serial # EE6910

(2) Kustom Signal Antenna's

Serial # CC39422

Serial # CC7326

(1) Sony Camera CD Mavica - Serial # 338461

(1) Motorola Radius P100 Portable

Model No. H44QHU7160AN

Serial No. 759FNW0329

(1) Motorola CDM1550-LS (Car Radio)

Model No. AAM258KF9DU5AN

Serial No. 103TAG3556

If you have any questions or concerns, please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "K. Keefe", written over a horizontal line.

Kevin D Keefe  
Chief of Police

KDK/dmb  
cc: Mark Pozniak

**RESOLUTION**

**(AUTHORIZE RECREATION FEE REIMBURSEMENT FOR  
HUNTERS RIDGE SUBDIVISION – PHASE II)**

**WHEREAS**, the applicant of the Hunters Ridge Subdivision Phase II modified their application from a 8 lots subdivision to 4 lot subdivision; and

**WHEREAS**, the recreation fee that is currently held by the Town is in the amount of \$42,000.00; and

**WHEREAS**, the applicant is requesting a refund of \$18,000.00 being that only 4 lots are being created; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Comptroller be and hereby is authorized to return the Recreation Fee of \$18,000.00 to the applicant.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



# GILLESPIE & STOKOSA

## CONSULTING ENGINEERING, P.L.L.C.

CIVIL, SANITARY, ENVIRONMENTAL, ARCHITECTURAL AND SITE

847 ROUTE 376 - WAPPINGERS FALLS, NY 12590 - P. (845) 227-6227 F. (845) 226-1430 - gsengr.com

April 4, 2018

Town of East Fishkill  
Attn: Gina Grippo, Sec. to Supervisor  
Town Supervisor and Board Members  
330 Route 376  
Hopewell Junction, New York 12533

Sent Via US Mail & Email: (grippog@eastfishkillny.org)

**Re: Hunters Ridge Subdivision – Phase II  
Recreation Fee Reimbursement  
Devon Farms Road  
Town of East Fishkill**

Dear Supervisor and Town Board Members:

On behalf of the applicant. As understood the Hunters Ridge subdivision lot count was recently modified from 8 lots to 4 lots. The applicant posted recreation fees for 7 lots x \$6,000 per lot or \$42,000. The applicant is requesting a refund of \$18,000.00 as only 4 lots are being created. I would anticipate this would have to be a Town Board action. At your earliest convenience, on behalf of the applicant, we request to be on the next available Town Board agenda for discussion of reimbursement.

If you have any additional questions, please do not hesitate to call. Thank you.

Very truly yours,

*Brian J. Stokosa*

Brian J. Stokosa, P.E.

*This is correct - he  
gets \$18,000 back.*

cc: P. Baier - baierp@eastfishkillny.org  
file

**RESOLUTION**

**(AUTHORIZING SETTLEMENT OF KASTLE vs TOWN OF EAST FISHKILL  
IN FEDERAL DISTRICT COURT)**

**WHEREAS**, the claim of Kastle vs Town of East Fishkill was commenced in 2012 against the Town of East Fishkill Police Department and the Town of Kent; and

**WHEREAS**, the Town's then insurance company, Selective Insurance, took on the defense of the case; and

**WHEREAS**, the policy of insurance authorizes the carrier to settle claims without the Town's consent; and

**WHEREAS**, Selective Insurance has agreed to settle the case for \$400,000.00; and

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to sign all necessary releases and settlement agreements in the matter of Barbara and Matthew Kastle vs the Town of East Fishkill.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

**RESOLUTION**

**(AUTHORIZE CHANGE OF MAY TOWN BOARD MEETING SCHEDULE)**

**WHEREAS**, due to conflicting schedules the Supervisor is requesting to change the May 24, 2018 meeting to May 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board shall set May 31, 2018 as its regularly scheduled meeting.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall duly advertise said meeting date change.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



**RESOLUTION**

**(AUTHORIZE THE SUPERVISOR TO ENDORSE AND FILE MS4 ANNUAL REPORT  
AFTER PUBLIC COMMENTS ARE RECEIVED ON MAY, 31 2018)**

**WHEREAS**, the Town is mandated by the New York State DEC to enforce the MS4 rules and regulations within the Town; and

**WHEREAS**, The Town's MS4 consultant will submit the Town's Annual Report for review and acceptance by the Town Board; and

**WHEREAS**, the public can offer comments during the public comment part of the May 31, 2018 meeting; and

**NOW THEREFORE BE IT RESOLVED**, that the report will be on the May 31, 2018 agenda for acceptance and that public comments may be made before that date by written submission or on that date as set forth above.

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Supervisor is authorized to endorse and file the MS4 Annual Report after the public comments are received on May 31, 2018.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

## **RESOLUTION**

### **(AUTHORIZING THE REJECTION AND REBIDDING OF HOPEWELL HAMLET WATER DISTRICT CANNON WELL CONNECTION-GENERAL CONSTRUCTION AND ELECTRICAL CONSTRUCTION BIDS)**

**WHEREAS**, the Town Engineer previously advertised for bids with respect to the Hopewell Hamlet Water District Cannon Well Connection - General Construction and Electrical Construction; and

**WHEREAS**, the Town Clerk received said bids and opened the same; and

**WHEREAS**, upon a review of said bids, the Town Engineer is rejecting all bids at this time for cost reasons; and

**WHEREAS**, the Town Engineer would like to re-bid the Cannon Well Connection project in June; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Clerk be and hereby is authorized to notify all bidders that said bids have been rejected and to return any bid bonds or deposits previously posted to the respective bidders.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**



# Town of East Fishkill

Dutchess County, New York  
330 Rt. 376, Hopewell Junction, New York 12533

## Town Engineer's Memo

Subject: Cannon Well Connection  
Rejection of all Bids

Attn: Supervisor  
Town Board Members

Date: April 19, 2018

From: Scott Bryant, P.E.

I have reviewed the bid results for the above referenced project with Morris Associates and it is our recommendation that the Town Board reject all bids at this time for cost reasons.

We intend to make cost saving revisions to the design and rebid the project in June.

**IN THE MATTER OF THE PROPOSED  
ESTABLISHMENT OF THE HOPEWELL WEST  
WATER DISTRICT IN THE TOWN OF  
EAST FISHKILL, COUNTY OF DUTCHESS, STATE  
OF NEW YORK TO BE KNOWN AS THE  
HOPEWELL WEST WATER DISTRICT**

**x**

**PUBLIC HEARING  
ORDER**

**x**

A meeting was conducted by the Town Board of the Town of East Fishkill on Thursday, April 26, 2018 at 7:00 p.m. at the Town Hall located at 330 Route 376, Hopewell Junction, New York at which time the following were PRESENT:

NICHOLAS D'ALESSANDRO	Supervisor
PETER CASSIDY	Councilman
TOM FRANCO	Councilman
EMANUELE MARINARO	Councilman
ANIL BEEPHAN, JR.	Councilman

Councilman \_\_\_\_\_ moved for the adoption of the following PUBLIC HEARING ORDER, motion seconded by Councilman \_\_\_\_\_, **ALL VOTING AYE UPON ROLL CALL BY THE TOWN CLERK:**

**WHEREAS**, a plan, report and map has been duly prepared in such manner and in such detail as heretofore has been determined by the Town Board of the Town of East Fishkill, New York (the "Town"), relating to the creation and construction, of water system improvements to be known and identified as the Hopewell West Water District Improvement (the "Improvement"), to provide such water improvement including extensions by purchasing the Hopewell Service Corporation, and

**WHEREAS**, said plan, report and map have been prepared by Scott Bryant, P.E., the Town Engineer, a competent engineer duly licensed by the State of New York and have been filed in the office of the Town Clerk where they are available for public inspection, and

**WHEREAS**, the proposed Improvement consists of the water improvements set forth below, and in the areas of the Town as set forth below, and as more particularly shown and described in said map, plan and report presently on file in the Office of the Town Clerk:

Purchase of the Hopewell Service Corporation for \$100,000.00; installation of filters and meters, hydrants, valves, etc.

**WHEREAS**, the maximum proposed to be expended by the Town for the aforesaid improvement is an estimated \$2,200,000.00. The proposed method of financing to be employed by said Town consists of borrowing an estimated \$2,200,000.00; and

**WHEREAS**, said map and plan is on file with the Town Clerk of the Town of East Fishkill and available for public inspection during regular business hours; and

**WHEREAS**, pursuant to the provisions of Town Law of the State of New York, as amended, the expense of the maintenance of said proposed water district shall be assessed, levied and collected from year to year from the several lots and parcels of land within the Drainage District in proportion as nearly as may be to benefit each lot or parcel of land in said district will derive therefrom. The first year estimated annual cost for average property is \$902.00;

**NOW, THEREFORE, BE IT ORDERED**, that a **PUBLIC HEARING** shall be conducted by the Town Board of the Town East Fishkill at the Town Hall at 330 Route 376, Hopewell Junction, New York 12533 on Thursday, May 31, 2018 at 7:00 p.m., prevailing time, or as soon thereafter as possible, for the purpose of considering the establishment of a **WATER DISTRICT** in the Town of East Fishkill, to be known as the "**HOPEWELL WEST WATER DISTRICT**" at which time and place all persons interested in the subject thereof may be heard concerning same; and

The proposed "**HOPEWELL WEST WATER DISTRICT**" is to include all those properties served by the Hopewell Service Corporation as shown in the Map, Plan & Report and as set forth in Schedule "A" attached.

**IT IS FURTHER ORDERED**, that the Town Clerk of the Town of East Fishkill be, and hereby is, authorized and directed to publish a copy of this Order in the official newspaper of said Town, and post a copy of same on the official sign board of the Town of East Fishkill, and shall post within five (5) places within the proposed Water District, said Notice, within the time and manner required by law.

This Public Hearing Order was adopted by the following vote:

SUPERVISOR NICHOLAS D'ALESSANDRO

\_\_\_\_\_

COUNCILMAN PETER CASSIDY

\_\_\_\_\_

COUNCILMAN TOM FRANCO

\_\_\_\_\_

COUNCILMAN EMANUELE MARINARO

\_\_\_\_\_

COUNCILMAN ANIL BEEPHAN, JR.

\_\_\_\_\_

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF EAST FISHKILL  
CAROL HURRAY, TOWN CLERK

Adopted on April 26, 2018  
at a Regular Meeting  
Held at the Town Hall

**(AUTHORIZE AGREEMENT WITH EAST FISHKILL SOCCER CLUB TO  
ACCEPT SOCCER EQUIPMENT REQUESTED BY RECREATION ADVISORY  
BOARD)**

**WHEREAS**, the Recreation Advisory Board has requested that the Town purchase soccer equipment from the East Fishkill Soccer Club, Inc for the amount of \$1.00 (one dollar); and

**WHEREAS**, the Town Board has reviewed the proposed Agreement attached hereto; and

**WHEREAS**, it is the desire of the Town Board to enter into an agreement with the East Fishkill Soccer Club, Inc. regarding the purchase of the soccer equipment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor be and hereby is authorized to execute the attached agreement with the East Fishkill Soccer Club, Inc.

**BE IT FURTHER RESOLVED**, that said property is being purchased for recreational purposes.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK  
TOWN OF EAST FISHKILL**

**DATED: APRIL 26, 2018  
EAST FISHKILL, NY**

**PURCHASE AND SALE AGREEMENT  
FOR  
EQUIPMENT**

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **EAST FISHKILL SOCCER CLUB INC.**, a New York not-for-profit corporation, with an address at P.O. Box 249, Hopewell Junction, NY 12533 (the "Seller" or "EFSC"), and the **TOWN OF EAST FISHKILL**, a municipal corporation and political subdivision of the State of New York, with principal offices at Route 376 in the Town of East Fishkill, Hopewell Junction, Dutchess County, New York, (the "Purchaser" or "Town").

**RECITALS:**

**WHEREAS**, EFSC is organized and operated for the purpose of explaining to adults and children the rules and techniques of soccer, to organize and coach teams in order to develop playing skills and to provide recreation and rewarding experiences which team play affords, among other things.

**WHEREAS**, the Purchaser is the owner of the property located at 1925 Route 52, Hopewell Junction, New York, commonly known as the "East Fishkill Soccer Complex" (the "Property").

**WHEREAS**, the Seller has agreed to sell, and Purchaser has agreed to purchase, certain equipment owned and used by EFSC on the Property, subject to and upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale of Equipment.** Upon the terms and subject to the conditions hereinafter set forth, the Seller shall sell, assign, transfer, and convey to the Purchaser, free and clear of all liens, encumbrances, pledges or security interests, and the Purchaser shall purchase from the Seller, all of Seller's right, title and interest in and to the soccer equipment owned by the Seller as set forth on Schedule A hereto, including any new or replacement equipment purchased by the Seller after the date hereof (the "Equipment"), and specifically excluding the equipment referred to in Section 2 below. Seller shall provide a Bill of Sale (as defined below) and other documents, if any, necessary to transfer the Equipment, free and clear of all liens, into the name of Purchaser.

2. **Excluded Assets.** The following equipment of the Seller shall be retained by the Seller and shall not be sold, assigned or transferred to the Purchaser:



- (a) Soccer nets, and any and all new or replacement soccer nets ("EFSC soccer nets").

3. **Delivery and Acceptance.** (a) Upon acceptance by Purchaser of the Equipment, which acceptance shall be identified by Seller upon execution of this Agreement and the delivery of any and all other documentation to Purchaser as required hereunder, Purchaser shall acknowledge that the Equipment is in good order and condition, and that Seller has made no representation or warranty, expressed or implied, with respect to such Equipment. All Equipment is sold in an "as is" condition.

(b) Purchaser acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Equipment and that no such statements or representations have been made. Purchaser acknowledges that it has relied solely on the investigations, examinations, and inspections as the Purchaser has chosen to make and that the Seller has afforded the Purchaser the opportunity for full and complete investigations, examinations, and inspections of the Equipment.

4. **Purchase Price.** The Purchaser shall pay or cause to be paid on its behalf to the Seller for the Equipment and for all obligations specified herein, as full consideration therefore, the sum of One Dollar (\$1.00) (the "Purchase Price").

5. **Site Preparation.** Each of the Seller and Purchaser hereby acknowledge and agree that the Equipment shall be installed on the Property by the Purchaser as set forth in Section 6 below. Seller and its trustees, directors, officers, employees, representatives, agents, volunteers, customers, guests, patrons and invitees shall have permission to use the Equipment on said Property during each soccer season. Purchaser shall be responsible for preparing the Property in suitable condition for the installation and operation of the Equipment ("Installation Site").

6. **Installation, Maintenance and Inspection.** Each of the Seller and Purchaser hereby agree as follows:

(a) Purchaser shall be responsible for (i) the installation, set-up and breakdown of the Equipment at the Installation Site at the commencement and completion of each soccer season, and (ii) any and all repairs, replacements, and maintenance of the Equipment during each soccer season.

(b) Seller shall be responsible for (i) the installation, set-up and breakdown of the EFSC soccer nets at the Installation Site at the commencement and completion of each soccer season, and (ii) the repair, replacements and maintenance of the EFSC soccer nets during each soccer season.

(c) Seller shall be responsible for the purchase of any and all new or replacement Equipment and EFSC soccer nets.

(d) Seller shall prepare and deliver to Purchaser field-set up plans for each soccer season ("Field Set-up Plans"), and Purchaser agrees to install and set-up the Equipment in accordance with such Field Set-up Plans. Seller may, at its sole discretion, inspect the Equipment upon installation.

Each of the parties hereto shall comply with all permits, licenses, laws and regulations required by Federal, State, or local authorities in connection with the Property and the installation of the Equipment.

7. **Insurance Liability Coverage.** Purchaser hereby acknowledges and agrees that any and all trustees, directors, officers, employees, representatives, agents, volunteers, customers, guests, patrons and invitees of the Seller that install or use the EFSC soccer nets or the Equipment shall be deemed "volunteers" under the insurance liability policy of Purchaser, and such policy shall protect said "volunteers" from and against any and all claims or liability in connection with such installation and use.

8. **BuyBack Option.** Each of the Seller and Purchaser hereby acknowledge and agree that EFSC shall have the option to repurchase the Equipment from the Town at any time in the future after the date hereof for the nominal purchase price of One Dollar (\$1.00) (the "Repurchase Price"). If the Town desires to sell all or any part of the Equipment and receives a bona fide offer from a third party to purchase such Equipment, the Town shall promptly give written notice of its intent to sell the Equipment to EFSC ("Notice"). EFSC shall have the right, within thirty (30) days following the giving of such Notice by the Town, to give the Town notice which shall specify that EFSC elects to repurchase the Equipment at the Repurchase Price. In case EFSC elects not to repurchase the Equipment, the Town shall be free to sell or transfer the Equipment to any person or entity that agrees to abide by the terms of this Agreement.

9. **Documents to be Delivered.** (a) The Seller shall, at the time of execution of this Agreement, deliver to the Purchaser the following:

- (i) a Bill of Sale, in the form attached hereto as Exhibit I (the "Bill of Sale");
- (ii) a consent or authorization of the Seller's approval of the actions contemplated by this Agreement; and
- (iii) any documentation relating to the Equipment and its operations.

(b) The Purchaser shall, at the time of execution of this Agreement, deliver to the Seller the following:

- (i) Purchase Price; and
- (ii) a consent or authorization evidencing the Purchaser's approval of the actions contemplated by this Agreement.

10. **Seller's Representations.** The Seller hereby represents and warrants that:

(a) Seller is the owner of the Equipment, free and clear of any liens, encumbrances, pledges or security interests, with an absolute right to sell, assign and

transfer same to the Purchaser, and that good and marketable title to such Equipment will be conveyed by the Seller to the Purchaser.

(b) Seller has the due power and authority to enter into this Agreement, and to consummate the transactions contemplated herein and in connection therewith, and that the execution and delivery of this Agreement by Seller will not constitute a default under any agreement to which Seller is a party or by which it may be bound and there are, to the best of Seller's knowledge, no actions, suits, claims, or proceedings pending, or known to be threatened, against Seller which would impact in any material way the obligations of the Seller hereunder and thereunder.

(c) No governmental, administrative or other third party consents or approvals are required, necessary or appropriate in order for the Seller to consummate the transactions contemplated hereby.

(d) No representation or warranty by Seller in this Agreement contains any material error or misstatement or omits to state any material fact necessary to make the representations or statements contained herein or therein not misleading.

(e) This Agreement and the documents and instruments executed and delivered by Seller in connection with the transactions contemplated hereby, constitute the valid, legal and binding obligations of Seller, enforceable in accordance with their terms.

11. **Purchaser's Representations.** The Purchaser hereby represents and warrants that:

(a) The Purchaser has the due power and authority to enter into this Agreement, and to consummate the transactions contemplated herein and in connection therewith, and that the execution and delivery of this Agreement by the Purchaser will not constitute a default under any agreement to which the Purchaser is a party or by which it may be bound and there are, to the best of Purchaser's knowledge, no actions, suits, claims, or proceedings pending, or known to be threatened, against Purchaser which would impact in any material way the obligations of the Purchaser hereunder and thereunder.

(b) No governmental, administrative or other third party consents or approvals are required, necessary or appropriate in order for the Purchaser to consummate the transactions contemplated hereby.

(c) No representation or warranty by the Purchaser in this Agreement contains any material error or misstatement or omits to state any material fact necessary to make the representations or statements contained herein or therein not misleading.

(d) This Agreement and the documents and instruments executed and delivered by Purchaser in connection with the transactions contemplated hereby, constitute the valid, legal and binding obligations of Purchaser, enforceable in accordance with their terms.

12. **Indemnification.** (a) Purchaser shall indemnify and hold Seller and its trustees, directors, officers, employees, representatives, agents, volunteers, customers, guests, patrons and invitees, harmless from any loss, lawsuit, liability, damage, cost and expense (including

reasonable attorneys' fees) which may arise out of or result from (i) any claims against Seller relating to the Equipment, or use of the Equipment by non-EFSC registered clubs or individuals; or (ii) any claims against Seller by non-EFSC registered clubs or individuals relating to Seller's maintenance of the EFSC soccer nets; or (iii) any claims by third persons against Seller that the Equipment or the EFSC soccer nets have caused damage to property or bodily injury (including death); or (iv) any defects in the Equipment or EFSC soccer nets supplied by the Seller; or (v) the acts or omissions of the Seller, its trustees, officers, directors, employees, representatives, agents, volunteers, customers, guests, patrons and invitees in connection with this Agreement; or (vi) any breach or default in the performance of the obligations of Seller hereunder. Purchaser's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the willful misconduct of Seller.

(b) The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

13. **Default.** (a) Upon the occurrence of any of the following events, and except as is otherwise provided for in this Agreement, either party hereto shall be deemed to be in default under this Agreement if:

(i) Such party fails or defaults in the performance of any material obligation or covenant under this Agreement and does not correct or substantially cure such failure, default, or breach within thirty (30) days from and after the defaulting party's receipt of written notice from the non-defaulting party of such default or breach; or

(ii) Any material representation or warranty made by such party hereunder is breached and remains uncured from and after thirty (30) days following the defaulting party's receipt of written notice from non-defaulting party of such breach.

(b) If any event of default occurs and is not cured within any applicable period specified above, the non-defaulting party, at its sole option, may employ any remedy then available to it, whether at law or in equity.

14. **Miscellaneous.**

(a) **Notices.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, or by overnight express courier or by facsimile, which, subject to change upon written notice, shall be addressed to the parties hereto at the address set forth above. Each such communication shall be deemed to have been given at the time it is mailed at any regularly maintained post office or at the time of its receipt in the case of overnight courier or facsimile delivery.

(b) **Waivers.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of any representation, warranty, covenant or agreement contained herein or in any document delivered in connection herewith. The waiver by any party hereto of a breach of any provision of this Agreement or any document delivered in connection herewith shall not

operate or be construed as a waiver of any subsequent breach.

(c) **Expenses.** Each party hereto shall pay his, her or its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of counsel and accountants and other experts.

(d) **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the heirs, beneficiaries, legal representatives, successors and permitted assigns of the parties.

(e) **Further Assurances.** Each party to this Agreement represents, warrants, and covenants to the other party, that, if at any time after the execution of this Agreement any party shall reasonably consider or be advised that any further, assignments or assurances in law or any other actions are necessary or desirable to carry out the intent and accomplish the purposes of this Agreement, according to the terms hereof, then the other party or parties shall execute and make all such proper assignments and assurances and do all things necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement or otherwise consummate the transactions contemplated hereby, according to the terms hereof.

(f) **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

(g) **Severability.** If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

(h) **Headings.** The sections and headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(i) **Counterparts.** This Agreement may be executed in a number of counterparts, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same Agreement.

(j) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written among the parties hereto with respect to the subject matter hereof. No amendment shall be valid unless it is in writing and signed by all of the parties hereto.

*[Signature page to follow]*

IN WITNESS WHEREOF, the undersigned parties by their duly authorized agents have executed and delivered this Purchase and Sale Agreement as of the date first above written.

**SELLER:**

EAST FISHKILL SOCCER CLUB INC.

By: \_\_\_\_\_

Name: Brian Horos

Title: President

**PURCHASER:**

TOWN OF EAST FISHKILL

By: \_\_\_\_\_

Name:

Title:

**Schedule A**

**Equipment**

Any and all Soccer Goals and equipment, including new or replacement soccer goals and equipment

Soccer Rebounders, including new or replacement soccer rebounders

Portable Shelter, including new or replacement soccer shelters

**Exhibit I**

**Bill of Sale**



**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS:** THAT **East Fishkill Soccer Club Inc.**, a New York not-for-profit corporation, with an address at P.O. Box 249, Hopewell Junction, NY 12533 (the "**Seller**"), for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration paid by **the Town of East Fishkill**, a municipal corporation and political subdivision of the State of New York, with principal offices at Route 376 in the Town of East Fishkill, Hopewell Junction, Dutchess County, New York, (the "**Purchaser**"), at or before the sealing and delivery of these presents, the receipt and sufficiency of whereof is hereby acknowledged:

Has granted, bargained, sold and delivered, and by these presents does grant, bargain, sell and deliver, unto Purchaser, its successors and assigns, all and singular:

All of Seller's right, title, and interest in and to the soccer equipment owned by the Seller as set forth on Schedule A attached hereto, including any new equipment purchased by the Seller after the date hereof (the "Equipment").

Seller warrants that (a) the Equipment is being transferred to Purchaser free and clear of all mortgages, liens, encumbrances or other security arrangements; and (b) Seller is the sole owner of the Equipment with full title and authority to transfer same to Purchaser.

**IN WITNESS WHEREOF**, the undersigned has duly executed and delivered this Bill of Sale on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**EAST FISHKILL SOCCER CLUB INC.**

By: \_\_\_\_\_  
Name: Brian Horos  
Title: President

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF DUTCHESS    )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN HOROS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Schedule A**

**Equipment**

Any and all Soccer Goals and equipment, including new or replacement soccer goals and equipment  
Soccer Rebounders, including new or replacement soccer rebounders  
Portable Shelter, including new or replacement soccer shelters

## **RESOLUTION**

### **(AUTHORIZING THE SETTLEMENT OF TAX CERTIORARI GRACE HUDSON vs. TOWN OF EAST FISHKILL)**

**WHEREAS**, from time to time property owners file Article 7 proceedings challenging their assessments following denials by the Board of Assessment review; and

**WHEREAS**, following negotiations between the Town Attorney and the Town Assessor the tax certiorari set forth herein is able to be resolved; and

**WHEREAS**, it would appear to be in the best interest of the Town to resolve these upon these terms and conditions;

**NOW THEREFORE BE IT RESOLVED**, that the Town Attorney be and hereby is authorized to execute Stipulation of Settlement settling the following matter:

#### **Grid #6459-19-715099-0000**

<u>Assessment</u> <u>Roll</u>	<u>Current</u> <u>Assessment</u>	<u>Reduced</u> <u>Assessment</u>	<u>Amount of</u> <u>Reduction</u>
2017	\$ 47,500	\$20,000	\$27,500

#### **Grid #6458-07-749979-0000**

<u>Assessment</u> <u>Roll</u>	<u>Current</u> <u>Assessment</u>	<u>Reduced</u> <u>Assessment</u>	<u>Amount of</u> <u>Reduction</u>
2017	\$ 43,000	\$ 7,500	\$35,500

#### **Grid #6458-08-758987-0000**

<u>Assessment</u> <u>Roll</u>	<u>Current</u> <u>Assessment</u>	<u>Reduced</u> <u>Assessment</u>	<u>Amount of</u> <u>Reduction</u>
2017	\$ 43,000	\$ 7,500	\$35,500

#### **Grid #6458-07-747998-0000**

<u>Assessment</u> <u>Roll</u>	<u>Current</u> <u>Assessment</u>	<u>Reduced</u> <u>Assessment</u>	<u>Amount of</u> <u>Reduction</u>
2017	\$ 5,000	\$ 2,500	\$ 2,500

#### **Grid #6458-07-745994-0000**

<u>Assessment</u> <u>Roll</u>	<u>Current</u> <u>Assessment</u>	<u>Reduced</u> <u>Assessment</u>	<u>Amount of</u> <u>Reduction</u>
2017	\$ 5,000	\$ 2,500	\$ 2,500

**BE IT FURTHER RESOLVED**, that the Town Attorney be and hereby is authorized to take all steps necessary and appropriate to effectuate the settlement of these matters; and

**BE IT FURTHER RESOLVED**, that all officials of the Town be and hereby are authorized and enabled to effectuate the intent of the Order once it is entered by a Justice of the Supreme Court.

**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: APRIL 26, 2018**  
**EAST FISHKILL, NY**

**DRAFT**